

**United States District Court, Northern District of California  
Website Design & Development Project**

**REQUEST FOR QUOTATION  
&  
STATEMENT OF WORK**

**Open Market - Best Value**

**RFQ Number: USDC-CA-WEB-2009-01**

**Request Date: July 15, 2009**

**Request Closing: Wednesday, July 29, 2009**

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**TO:**

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**Special Notes and Instructions:**

1. This is a request by the United States District Court, Northern District of California (the “court”) for Open Market Pricing. All items should be quoted F.O.B. Destination.
2. A fixed price award from this RFQ will be made based on the best value technically acceptable offer.
3. **Quotes must be emailed or hand delivered to the below listed court representative at the listed address no later than 4:00 p.m. on the Requested Closing Date:**

Helene McVanner, USDC Contracting Officer  
450 Golden Gate Avenue  
Room 16-1120  
San Francisco, CA 94102  
[Helene\\_mcvanner@cand.uscourts.gov](mailto:Helene_mcvanner@cand.uscourts.gov)

4. A technical proposal describing the approach and project management must be submitted in accordance with the attached statement of work.
5. The attached quote sheet must be used for a price quotation broken down by task with supporting documentation for the price attached.
6. The technical proposal shall be no more than 10 pages – single sided and double spaced - and shall address the following factors:
  - a) Understanding of the statement of work requirements;

- b) Feasibility and soundness of the technical approach and management approach to accomplish the statement of work requirements within the required timeframe;
- c) Past performance on projects of size and scope similar to the enclosed statement of work.

**Note: The past performance submission will not be counted toward the 10-page technical proposal submission.**

- 7. At least three past performance references must be submitted with the proposal.
- 8. For this procurement, the following non-price evaluation factors are approximately equal in importance:
  - a) Technical approach;
  - b) Relevant past experience of the proposing company;
  - c) Experience of project personnel and relevant past performance.
- 9. The non-price factors when combined are significantly more important than price.
- 10. Source selection will be made on a 'best value' basis.
- 11. If the proposing company fails to provide the required information or if the information cannot be verified to the satisfaction of the court, then the proposing company's proposal may be rejected without further consideration.
- 12. All questions or clarification requests must be submitted in writing no later than three (3) working days prior to the Request Closing Date, preferably via email, to:**

Helene McVanner, USDC Contracting Officer  
450 Golden Gate Avenue  
Room 16-1120  
San Francisco, CA 94102  
[Helene\\_mcvanner@cand.uscourts.gov](mailto:Helene_mcvanner@cand.uscourts.gov)

- 13. All responses to questions and/or clarifications will be distributed in entirety and without identification of submitting party to all interested vendors no later than two (2) days prior to the Request Closing Date, unless otherwise advised by the court.

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Helene McVanner  
USDC Contracting Officer

Quote Sheet for RFQ Number: USBC-OR-WEB-2007-01

|          | <u><b>Short Description</b></u>  | <u><b>List of Tasks</b></u>   | <u><b>Unit Price</b></u> | <u><b>Extended Price</b></u> |
|----------|--|---|--------------------------|------------------------------|
| <u>1</u> | Project Management   | Meetings, agendas, project plan, etc.   |                          |                              |
| <u>2</u> | Stakeholder Analysis   | Meetings, surveys, summary of results.  |                          |                              |
| <u>3</u> | Website Design   | Initial and final design detail including site map, accessibility, and interface.   |                          |                              |
| <u>4</u> | Final Product Documentation  | New website architecture including all aspects as defined in section 2.3.   |                          |                              |
| <u>5</u> | Reports and Evaluations  | Design change log, audit and report, resolution of audit findings.  |                          |                              |
| <u>6</u> | Training and Support   | Training and support materials, site support for 30 days with required changes.   |                          |                              |
| <u>7</u> | Website Development<br>(To be listed as an optional deliverable and priced separately) | Development and coding of new website based on recommended design - in the event court decides not to have all or part of the development work done in-house by court's IT programmers. |                          |                              |

Vendor's Name:

Vendor's Address:

Vendor's City, State, and Zip Code:

Vendor's Street Address (if different from above):

Tax Identification Number:

Discount Terms or Net 30:

Performance Start Date:

\_\_\_\_\_  
Signature of Person Authorized to Sign Quote  
(Electronic signature acceptable)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# **United States District Court, Northern District of California**

## **STATEMENT OF WORK - USDC-CA-WEB-2009-01**

### **1. TASK DESCRIPTION**

The United States District Court, Northern District of California (the “court”) seeks a contractor to initiate a formal collaborative process with senior court management, court IT developers, and the Website Oversight Committee a/k/a key stakeholders, to re-engineer the court’s website design - look and feel - and information architecture - content navigation. The new architecture will be based on a uniform template for the entire site based on website best practices, accessibility, and the court’s information architecture. The goal is to (1) provide a validated website design and structure, including all design code (CSS); web ready and copyright-free graphics; other design requirements necessary for integration with existing court data and communication services; and (2) should the court elect not to do all or part of the web development and coding in-house, the full or partial development of the website content itself.

Contractor shall provide assurance of design compatibility with court provided production hardware and software, and validate the accessibility and operational ability of the new site design.

The court may elect to do all or part of the coding and development of the website by in-house using court staff developers. Once the website is complete and after final review by the court, the contractor shall perform a thorough audit of the website security and provide resolution of any design flaws that present a security concern. The new architecture for the court’s website will be used to replace the court’s existing website - [www.cand.uscourts.gov](http://www.cand.uscourts.gov)

Contractor shall use current market standards for design tools, programming languages, operational and security structures in the architecture of the new website. All versions of software used in the design process should be supported by the software manufacturer for a period of at least two (2) years.

Contractor shall provide training on design support, and operational support including any required modifications for a period of ninety (90) days.

#### **1.1. INTRODUCTION**

The court’s current website must be replaced with a new website that is hosted internally and created using current market supported software and design configuration. Because the court’s current website is outdated, runs on unsupported software, and is hosted off-site, the court needs a new website as soon as possible.

The court’s in-house programmers have a working design for a new website production system including back-end - data extraction and storage constructs - and middleware<sup>1</sup> processing. It is expected this process will combine the contractor’s process with the existing web development

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<sup>1</sup> Software that connects two otherwise separate applications, for example, there are a number of middleware products that link a database system to a Web server. This allows users to request data from the database using forms displayed on a Web browser, and it enables the Web server to return dynamic Web pages based on the user’s requests and profile. The term *middleware* is used to describe separate products that serve as the glue between two applications. It is, therefore, distinct from import and export features that may be built into one of the applications. *Webopedia*

where appropriate and to minimize unnecessary redesign. The core function of this process is to ensure that the new website meets the maximum possible design features for both internal and external stakeholders.

## **1.2. PURPOSE**

The purpose of this request for quotation and statement of work (“RFQ/SOW”) is to define and procure the services of a contractor with expertise and experience in government website design and development, implementation and audit, in order to accomplish the scope of work as defined below. Upon successful completion of this project the court will have fully designed website with all the expected functionality and design features defined by the court; and, should the court elect to have contractor handle website development, a fully functional and operational website.

## **1.3. SCOPE**

- 1.3.1. Contractor shall schedule and conduct a kick-off meeting on site at the court, where the stakeholders of the project - contractor, the Clerk of Court, the court’s two website project managers, and the Website Oversight Committee - will discuss project expectations, requirements, schedules, and assignments.
- 1.3.2. At the completion of the kick-off meeting contractor shall develop and provide to the court a project plan that fully defines the project - milestones, schedules, assignments, etc. - as decided in the kick-off meeting and as approved by the Clerk of Court.
- 1.3.3. Contractor shall be responsible to maintain all project documentation throughout the life of the project, including but not limited to: the project plan, site design, site development, and supporting documentation. Necessary and appropriate documentation of all design and development features shall be provided to the court upon completion of the project. In the event the court elects to ‘build’ the website itself, the contractor shall provide all the needed design reference material for court staff developers to build and maintain the site.
- 1.3.4. Throughout the life of the project contractor shall provide consulting to the court on information architecture, content delivery, management and formatting.
- 1.3.5. Contractor shall conduct at least three design review and sign-off meetings. The first meeting will involve display, review and comment on the contractor’s initial proposed designs. A second meeting will involve a review of the revised design made pursuant to comments and feedback received at the initial design review meeting. The final meeting will involve sign off on the final proposed design.
- 1.3.6. Per the agreed-upon schedule, and from the design and architecture analysis, the contractor shall develop and prepare for operation a new site architecture including all required software design code, templates, and frames, that provides the look and feel as defined in the design review process. The new site architecture will include all elements necessary to integrate with the court’s production system (e.g. back-end and middleware products), and will comply with all ADA/section 508 requirements.

- 1.3.7. Contractor shall ensure the new site architecture includes an interface design that provides for a content management system that feeds from a central repository. The Design Interface will also provide for content from many sources (e.g., consumers, site content publisher, and site content administrator).
- 1.3.8. Contractor shall ensure all templates scale to accommodate both dynamic and static content. The new infrastructure will be engineered to allow for rapid development and implementation of new web pages and even entire sub-domains or sub-webs. In the event the court elects to develop the website itself, the contractor shall provide all the needed design reference material for the court's in-house programmers to develop and maintain the site.
- 1.3.9. During the life of the project contractor shall provide development consultation and support for the creation and use of a testing, staging and training platform.
- 1.3.10. Contractor shall work with the court's IT personnel to integrate the new website with existing data, security, and communication services and processes to ensure timely implementation of the new website and a smooth transition. Contractor shall ensure all aspects of the new site interface design operate as intended by the court.
- 1.3.11. Contractor, or authorized assignee, will perform a complete pre-launch audit for security, accessibility, and usability of the site structure including all aspects of user interface. Contractor shall provide a report of the audit including the tools, practices, and resources used. The report will detail by priority any concerns identified during the audit particularly involving security, and will propose solutions to all concerns identified. Contractor shall work with the court's website project managers to ensure that all concerns identified during the audit are resolved and retested to ensure resolution.
- 1.3.12. Contractor shall provide support to the court's IT personnel during the transition to live operations and for the first ninety (90) days of the new website's launch. During this period contractor shall make any required changes that are in compliance with the general basis of the originally agreed on design.
- 1.3.13. Contractor shall provide a minimum of eight (8) hours of onsite training for two of the court's IT personnel on website design, structure, support, and operation.
- 1.3.14. Contractor shall provide all necessary design documentation, software licensing, copyright materials, and other documentation necessary for the ongoing operation and support of the site architecture as provided by contractor.

## **1.4. SPECIAL REQUIREMENTS**

Contractor must have advanced skills and experience in the design, development, and implementation of government website architecture. These skills must include the use of state-of-the-market tools. In addition to design and development expertise and experience contractor must have the ability to perform a thorough audit of website security, accessibility and usability, and to resolve any issues that arise from the audit.

## **1.5. ADDITIONAL INFORMATION**

In order to obtain access to the space and systems of the court necessary for completion of the project defined in this statement of work and/or contract with the court, the contractor must certify under penalty of perjury to comply with all of the following provisions and requirements.

- 1.5.1. Contractor shall submit a 'Contractor Personnel Access Application' for each employee who requires access to court space in order to work onsite, and must receive clearance by the U.S. Marshal's Service before the employee may work without constant monitoring by court personnel. Once clearance has been approved, and each time contractor arrives at the court, contractor must check in with assigned court personnel.
- 1.5.2. Any court space and/or system access codes and/or passwords will be safeguarded from unauthorized use and may not be provided to personnel other than those directly assigned to this project.
- 1.5.3. All equipment, hardware, software, and/or services provided by the court are the property of the court and will not be used, copied, and/or removed from court space without the express consent of the court contracting officer (CCO) and the systems manager (SM)
- 1.5.4. Contractor shall take reasonable precautions in the handling and use of court materials to protect against unauthorized use and/or damage.
- 1.5.5. Upon authorization to use and/or access court systems contractor shall ensure that all security precautions are taken during such use including: appropriate use of passwords, virus protection including current signature files, firewall protection including current version, and protection against unauthorized access.
- 1.5.6. No software will be loaded onto the court's network without the express consent of the CCO and SM.
- 1.5.7. Internet use will only be for official functions associated with the project and the following activities are prohibited:
  - 1.5.7.1 Distributing unauthorized statements regarding agency policies or practices;
  - 1.5.7.2 Transmitting confidential information, except as required for the performance of official duties;
  - 1.5.7.3 Making unauthorized commitments or promises that might be perceived as binding on the government;

- 1.5.7.4 Using subscription accounts or commercial services that are not expressly authorized;
  - 1.5.7.5 Hosting an unauthorized web site;
  - 1.5.7.6 Sending or displaying messages or pictures that are of an obscene or sexually explicit nature;
  - 1.5.7.7 Using the network connection for commercial purposes or private gain;
  - 1.5.7.8 Making or distributing unauthorized copies of copyrighted software, images, or text;
  - 1.5.7.9 Using the network for illegal activities.
- 1.5.8. Contractor understands and agrees that all telecommunication and automated information systems are subject to monitoring to ensure proper function, to protect against improper or unauthorized use or access, and to verify the presence or performance of applicable security features or procedures, and for like purposes. Such monitoring may result in the acquisition, recording, and analysis of all data being communicated, transmitted, process, or stored in these systems by the user. If monitoring reveals possible evidence of criminal activity, such evidence may be forwarded to law enforcement personnel. The contractor expressly consents to such monitoring.
- 1.5.9. These requirements will remain in effect for the duration of the project.
- 1.5.10. Upon completion of the project the contractor shall cease access to court space and/or systems, unless additional formal request is made. All information regarding court systems will not be distributed nor discussed by the contractor with any other entity without the express consent of the CCO.

## **2. DESCRIPTION OF DELIVERABLES**

- 2.1. Project Management
- 2.2. Kick-off meeting agenda
- 2.3. Project plan - both soft and hard copy
- 2.4. Stakeholder inquiry template
- 2.5. Review of current new site design
- 2.6. System Analysis and Design
  - 2.6.1. Initial Design Detail including frame layouts, menus, breadcrumb navigation plan, user interface, accessible site map, and other pertinent configuration aspects.
    - 2.6.1.1. Contractor shall be prepared to present via an actual website mockup on screen - the initial design to a group of court personnel and answer questions regarding the design.



2.6.2. Final Design Detail including frame layouts, menus, breadcrumb navigation plan, user interface, accessible site map, and other pertinent configuration aspects.

2.6.2.1. Contractor shall be prepared to present via an actual web site on screen the final design to a group of court personnel and answer questions regarding the design.

2.6.3. Site Map including complete structure of website.

2.6.4. Accessibility design (including cross browser compatibility and multiple resolution support).

2.6.5. User interface design including flow charts of user interactions.

## 2.7. Final Product(s)

2.7.1. Everything needed for the court's in-house programmers to complete the new website architecture based upon a uniform template structure that employs web best practices, accessibility, and provides for integration of the court's information architecture. This will include, but is not limited to:

2.7.1.1. Page mockups (semi functional)

2.7.1.2. Web-ready graphics (suitable for color and black & white printing)

2.7.1.3. Site navigation (storyboard/flowchart)

2.7.1.4. Site maps

2.7.1.5. Source code (html, etc.)

2.7.1.6. Templates

2.7.1.7. Scripts (e.g., Java)

2.7.1.8. Style sheets

2.7.1.9. Color scheme codes. Main, plus no less than 10 matching schemes for sub webs - ADR, CJA, ECF, intranet, internal reporting, etc.

2.7.1.10. All design documentation and other aspects are to be available to the court in electronic format.

## 2.8. Written Reports and evaluations.

2.8.1. Design change log detailing the date of the design change request, a description the design change, and the person requesting the change.

2.8.2. Audit report findings including resolution of outstanding issues.

## 2.9. Training Materials

2.9.1. Associated software manuals and media required for the licensing of the web site, if not already provided by the court.

2.9.2. Training plan and references.

2.9.3. Supporting documentation.

- 2.10 Website Development: In the event the court decides not to do all or part of the coding and development work in-house, contractor shall perform said function, together with all support services articulated above, namely documentation, training materials, and auditing. **NOTE: This deliverable will be an option and should be priced separately.**

### **3. SCHEDULE FOR PERFORMANCE AND DELIVERY AND MILESTONE SCHEDULES (See also attached chart)**

- 3.1. Contractor shall schedule the court the kick-off meeting agenda within five (5) business days of contractor acceptance.
- 3.2. Court and contractor shall agree to a kick-off meeting within fifteen (15) business days of contractor acceptance.
- 3.3. The project plan including expectations, schedule, milestones, assignments, and deliverables will be provided by the contractor within ten (10) business days after the kick-off meeting. The court will have a period of five (5) business days to evaluate the project plan and to request any changes. Contractor shall have a period of five (5) additional business days to update the plan and submit the final project plan.
- 3.4. Contractor shall provide the initial website design detail, and schedule the initial design review within thirty (30) business days of court acceptance of the final project plan.
- 3.5. Contractor shall provide the final website design detail, and schedule the final design review within thirty (30) days of the initial design review.
- 3.6. Contractor shall provide the finished website design product for implementation no later than 45 days (45) days after the final design review and approval.
- 3.7. Contractor shall provide all supporting materials and training instruction within five working days of the website go-live date.
- 3.8. In the event the court elects to have contractor do all or part of the website development and coding, the court and contractor shall agree upon a schedule.
- 3.9. All schedules are subject to change by written agreement between the contractor and the CCO.

### **4. REVIEW AND ACCEPTANCE OF DELIVERABLES**

All deliverables will be presented to the court for acceptance per the contract and/or project plan, unless otherwise agreed by the court. The court will have a period of five working days to accept, reject or object to a deliverable; otherwise the deliverable will be considered accepted. Requirements for acceptance of an unacceptable deliverable must be negotiated by the contractor

with the CCO. All corrections to deliverables are to be accomplished at no additional cost to the court.

## **5. LOCATION OF PERFORMANCE**

The court website physical location is:

United States District Court  
Clerk's Office  
Phillip Burton Federal Building  
450 Golden Gate Avenue  
Room 16-1120  
San Francisco, CA 94102.

Hours of business are 9:00 a.m. to 5:00 p.m.

## **6. GOVERNMENT FURNISHED PROPERTY**

All hardware and software for the purpose of the production system will be provided by the court. The following are the current development tools used by the court:

### **Vendor / Function**

- ▶ ASP .NET 2.0 vb or c#
  - We use VS 2008 and VS 2005 & incorporate .NET 3.5 extensions
  - Legacy classic ASP is OK
  - No PHP
- ▶ IIS 6.0 or later (no apache)
- ▶ MSSQL 2005 or later (no MySQL)
- ▶ All servers are Windows 2003 RC2

## **7. CONTRACTOR FURNISHED MATERIAL**

Contractor is responsible for providing all required materials necessary for work in providing the finished website architecture.

## **8. MEETINGS**

- 8.1. Kickoff meeting
- 8.2. Initial design review
- 8.3. Stakeholder input meetings

- 8.4. Revised design review
- 8.5. Final design review
- 8.6. Website development planning meeting
- 8.7. Audit findings and review
- 8.8. Project completion review

## **9. TRAVEL AND PER DIEM REQUIREMENTS**

All travel and per diem associated with this project is the responsibility of the traveling party.

## **10. SOURCES OF INFORMATION AND DATA**

- 10.1. The Clerk of Court is:  
Richard Wieking  
[Rich\\_Wieking@cand.uscourts.gov](mailto:Rich_Wieking@cand.uscourts.gov)  
415-522-4602
- 10.2. The court's project managers on this project are:  
Buz Rico, Systems Manager  
[Buz\\_Rico@cand.uscourts.gov](mailto:Buz_Rico@cand.uscourts.gov)  
415-522-2073  
  
Anita Bock, Chief Deputy of Administration  
[Anita\\_Bock@cand.uscourts.gov](mailto:Anita_Bock@cand.uscourts.gov)  
415-522-2044
- 10.3. The court's technical advisor is:  
Buz Rico, Systems Manager  
[Buz\\_Rico@cand.uscourts.gov](mailto:Buz_Rico@cand.uscourts.gov)  
415-522-2073
- 10.4. The court contracting officer is:  
Helene McVanner  
[Helene\\_McVanner@cand.uscourts.gov](mailto:Helene_McVanner@cand.uscourts.gov)  
415-522-2095
- 10.5. The members of the court's Website Design & Development Oversight Committee are attached.
- 10.6. Judiciary Purchase Order Terms and Conditions are attached.

## **RFQ/SOW ATTACHMENT**

### **NEW WEBSITE DEVELOPMENT AND DESIGN PROJECT 2009-2010 WEBSITE DEVELOPMENT AND DESIGN / OVERSIGHT COMMITTEE**

#### **THE EXECUTIVE COMMITTEE**

**Chair: Rich Wieking**

Judge Vaughn Walker

Magistrate Judge Bernard Zimmerman

Anita Bock

Ian Keye

Buz Rico

Helene McVanner

**Clerk**

Chief Judge

Chairman Technology Committee

Chief Deputy of Administration

Chief Deputy of Operations

Systems Manager

Court Contracting Officer

#### **PRIMARY TASKS**

- Sign off on the RFQ
- Review vendor bids
- Review vendor references
- Select vendor
- Meet with vendor to go over deliverables and clarify vision
- Consult with vendor as needed
- Monitor vendor performance
- Do first review of final product
- Do final review of final product
- Sign off on final product / Clerk and Chief Judge

#### **PROJECT OVERSIGHT COMMITTEE**

**Co-Chair/Project Manager: Buz Rico \***

**Co-Chair/Project Manager: Anita Bock \***

**Systems Manager**

**Chief Deputy of Administration**

Rich Wieking\*

Judge Susan Illston

Judge Jeremy Fogel

Magistrate Judge Bernard Zimmerman \*

Magistrate Judge Richard Seeborg

Ian Keye \*

Sam Hammond

Curtis Lim

JoAnn Mancuso

Keely Kirkpatrick

Mark Zaffarano

Joan Anyon

Jeane DeKelver

Martha Higdon

Monique Marrier

Helene McVanner \*

Howard Herman (or designee)

Clerk

Chairman, Court Technology Committee

Chief Deputy of Operations

IT Senior Programmer

IT Programmer

IT Windows Administrator

Deputy-In-Charge Oakland

Deputy-In-Charge San Jose

Policy Analyst to the Clerk

CJA Supervising Attorney

CJA Administrator

Training Specialist

Property & Procurement Supervisor

ADR Director

**\*Members of the executive committee**

## **PRIMARY TASKS**

- ▶ Provide content expertise as requested to vendor and Automation staff
- ▶ Have input into all key functional design features
- ▶ Be available to vendor/IT as needed on both content and design features
- ▶ Monitor articulated deliverables and timelines
- ▶ Review interim deliverable modules as completed
- ▶ Review and critique final product and make recommendations to executive committee for changes
- ▶ Sign off on final product before it goes to executive committee for final review
- ▶ Act as test group as requested

## RFQ/SOW ATTACHMENT

### JUDICIARY PURCHASE ORDER TERMS AND CONDITIONS

#### I. REQUIRED PROVISIONS AND CLAUSES FOR ALL OPEN MARKET SMALL PURCHASES

##### 1) JP3 Provision B-1, Solicitation Provisions Incorporated by Reference (AUG 2004)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.uscourts.gov/procurement/clauses.htm>

##### 2) JP3 Clause B-5 Clauses Incorporated by Reference (OCT 2006)

This procurement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.uscourts.gov/procurement/clauses.htm>

##### 3) The following clause is included by reference: **JP3 Clause 3-3, Provisions, clauses, Terms and Conditions - Small Purchases (OCT 2006)**

*(The contracting officer will attach any other applicable standard judiciary provisions or clauses. The contracting officer will not include provisions or clauses which are already in the JP3 clause 3-3. CO Note: Before including additional provisions or clauses refer to the JP3 Appendix B matrix to determine if the provision or clause can be included by reference or must be included in full text.)*

*(If estimated cost is over \$2,500, the CO will complete the following blanks.)  
This Statement is for Information Only. It is not a Wage Determination.*

| Employee Class | Monetary Wage-Fringe Benefits |
|----------------|-------------------------------|
| _____          | _____                         |
| _____          | _____                         |
| _____          | _____                         |
| _____          | _____                         |
| _____          | _____                         |

## **Wage Rate Determination**

*(If estimated cost is over \$2,500, attach the Department of Labor wage rate determination here.)*

### **1) JP3 Provision B-1, Solicitation Provisions Incorporated by Reference (AUG 2004)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.uscourts.gov/procurement/clauses.htm>

### **2) JP3 Clause B-5 Clauses Incorporated by Reference (OCT 2006)**

This procurement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.uscourts.gov/procurement/clauses.htm>

The following clauses are included by reference:

**JP3 Clause 1-15, Disclosure of Contractor Information to the Public (AUG 2004)**

**JP3 Clause 3-3, Provisions, Clauses, Terms and Conditions - Small Purchases (OCT 2006)**

Additional Clauses:

### **JP3 Provision 3-5, Taxpayer Identification (JAN 2003)**

#### **(a) Definitions:**

**“Common parent,”** as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the offeror is a member.

**“Taxpayer Identification Number (TIN),”** as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.

#### **(b) All offerors shall submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d),**



reporting requirements of 26 U.S.C. 6041, 6041A and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to payment recording requirements, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN): \_\_\_\_\_

- ☐ TIN has been applied for.
- ☐ TIN is not required, because: \_\_\_\_\_
- ☐ Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the federal government.

(e) Type of organization:

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (federal, state or local);
- ☐ Foreign government;
- ☐ International organization per-26 CFR 1.6049-4;
- ☐ Other: \_\_\_\_\_

(f) Common parent:

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent

Name \_\_\_\_\_

TIN \_\_\_\_\_

**JP3 Clause 6-20, Insurance - Work on a Judiciary Installation (JAN 2003)**

- (a) The contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the contractor shall notify the contracting officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the judiciary's interest shall not be effective:
  - (1) For such period as the laws of the state in which this contract is to be performed prescribe; or
  - (2) Until 30 days after the insurer or the contractor gives written notice to the contracting officer, whichever period is longer.
- (c) The contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a judiciary installation and shall require subcontractors to provide and maintain the insurance required in the schedule or elsewhere in the contract. The contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the contracting officer upon request.

**JP3 Clause 6-30, Insurance (JAN 2003)**

- (a) The contractor shall carry and maintain, during the entire period of performance under this contract, adequate insurance as follows:

***Workman's Compensation and Employee's Liability Insurance*** - Contractors are required to comply with applicable federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy. Employer's liability coverage of at least \$100,000 per incident is required.

***Automobile Liability Insurance*** - The contractor is required to have coverage at a minimum of \$200,000 per person; \$500,000 per occurrence for bodily injury; and \$20,000 per occurrence for property damage.

***General Liability Insurance*** - The contractor is required to have coverage at a minimum of \$200,000 per person and \$500,000 per occurrence for death or bodily injury and \$20,000 per occurrence for property damage.

**Self-Insurance** - If the contractor has been approved to provide a qualified program of self insurance, the contractor must submit any proposed changes to the program to the contracting officer for approval.

- (b) Upon request, the contractor shall provide the following information to the contracting officer prior to beginning performance under this contract: 1) insurance carrier certification of the above minimum amounts, and 2) evidence of a commitment by the insurance carrier to notify the contracting officer in writing of any material change, expiration, or cancellation of any of the insurance policies required hereunder not less than 30 days before such change, expiration or cancellation is effective.
- (c) The maintenance of insurance coverage as required by this clause is a continuing obligation, and the lapse or termination of insurance coverage without replacement coverage being obtained will be grounds for termination for default.

**JP3 Clause 6-50, Representation of Rights in Data (JAN 2003)**

- (a) The offeror shall complete paragraph (b) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted rights computer software in the offeror's response is not determinative of the status of such data, shall a contract be awarded to the offeror.
- (b) The offeror has reviewed the requirements for the delivery of data or software and states (*offeror checks appropriate block*):
  - ☐ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.
  - ☐ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

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- (c) These data are submitted with limited rights under this Contract. These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes:

**JP3 Clause 6-55, Delivery of Limited Rights and Restricted Computer Software (JAN 2003)**

To the extent that the contractor has, in its offer, identified pre-existing proprietary data or restricted computer software pursuant to [Provision 6-50](#), "Representation of Rights in Data" of the solicitation, the contracting officer, or a duly authorized representative, until the expiration of three years after final payment of this contract, will have the right to examine any books, records, documents or other data supporting the contractor's claim(s) hereunder. Notwithstanding the contractor's rights and claims of, and the judiciary's agreement to protect, pre-existing proprietary data or software, the judiciary will have unlimited or unrestricted rights without additional contractor compensation, to any data or software identified above, that is:

- (1) Obtained independent of this contract;
- (2) In the public domain; or
- (3) Determined, subsequent to the effective date of this contract, to not have qualified as pre-existing data or software or a derivative of pre-existing data or software to which the contractor would have such proprietary rights.

**JP3 Clause 7-25, Indemnification (AUG 2004)**

- (a) The contractor assumes full responsibility for and shall indemnify the judiciary against any and all losses or damage of whatsoever kind and nature to any and all judiciary property, including any equipment, products, accessories, or parts furnished, while in its custody and care for storage, repairs, or service to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the contractor, any subcontractor, or any employee, agent or representative of the contractor or subcontractor.
- (b) If due to the fault, negligent acts (whether of commission or omission) and/or dishonesty of the contractor or its employees, any judiciary-owned or controlled property is lost or damaged as a result of the contractor's performance of this contract, the contractor shall be responsible to the judiciary for such loss or damage, and the judiciary, at its option, may, in lieu of requiring reimbursement therefore, require the contractor to replace at its own expense, all property lost or damaged.
- (c) ***Hold Harmless and Indemnification Agreement*** - The contractor shall save and hold harmless and indemnify the judiciary against any and all liability claims and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any contractor property or property owned by a third party occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work under the terms of this contract, resulting in whole or in

part from the acts or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or subcontractor.

- (d) The contractor shall indemnify and hold the judiciary, its employees, and others acting on its behalf harmless against any and all loss, liability, or damage arising out of the negligence, failure to act, fraud, embezzlement, or other misconduct by the contractor, its employees, subcontractors, agents, or representatives of the contractor or subcontractor.
- (e) ***Judiciary's Right of Recovery*** - Nothing in the above paragraphs will be considered to preclude the judiciary from receiving the benefits of any insurance/bonds the contractor may carry which provides for the indemnification of any loss or destruction of, or damages to, property in the custody and care of the contractor where such loss, destruction or damage is to judiciary property. The contractor shall do nothing to prejudice the judiciary's right to recover against third parties for any loss, destruction of, or damage to, judiciary property, and upon the request of the contracting officer will, at the judiciary's expense, furnish to the judiciary all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the judiciary) in obtaining recovery.
- (f) ***Judiciary Liability*** - The judiciary will not be liable for any injury to the contractor's personnel or damage to the contractor's property unless such injury or damage is due to negligence on the part of the judiciary and is recoverable under the Federal Torts Claims Act, or pursuant to other statutory authority applicable to the judiciary.

### **JP3 Clause 7-45, Travel (JAN 2003)**

The contractor may propose travel costs based on Judiciary Travel Regulations if travel is allowable and required by the contract. Proposed per diem and automobile expense will be based on Judiciary Travel Regulations (JTR).

### **JP3 Clause 7-50, Parking (JAN 2003)**

There is no contractor parking available at the court location (USDC). In the event that this contract requires the delivery of equipment or materials to the USDC, the contractor shall park delivery vehicles at designated locations within or around the Federal Building **ONLY WHILE LOADING AND UNLOADING THE VEHICLE**. Arrangements for pick-up and delivery at the USDC shall be coordinated with the Contracting Officer and made in accordance with building management policies.

### **JP3 Clause 7-55, Contract Use of Judiciary Networks (JAN 2003)**

- (a) The judiciary is obligated and committed to ensuring that judiciary property and resources are used appropriately and for the public interest. The judiciary shall confront issues

involving contractors and their employees to ensure that judiciary property and resources equating to taxpayer dollars are not wasted or used inappropriately.

- (b) Whenever authorized as a user of judiciary networks, the contractor, subcontractor, teaming partner, and all employees (hereinafter referred to as "entities"), shall **not** perform or participate, directly or indirectly, in any of the following:
- (1) Accessing internet sites which may be inappropriate or reflect poorly on the judiciary: Unless accessing internet sites is case-related, entities shall refrain from creating, downloading, viewing, storing, copying, and transmitting sexually-explicit or sexually-oriented materials which are never appropriate and may be illegal in some cases. Internet sites capture the domain name of all sites accessing them and maintain a record of this information. It could be embarrassing to the judiciary if the judiciary's domain name were found on the access records of inappropriate sites;
  - (2) Logging onto video or audio sites, such as broadcast services or radio stations and downloading music files. This consumes significant disk space on local computers and may be a violation of copyright law. Each of the several thousand video clips downloaded daily can be equal to downloading a 400-page memorandum;
  - (3) Using judiciary systems to send or receive e-mails containing greeting cards, political statements, jokes, pictures, chain letters or other unauthorized mass mailings, regardless of the subject matter, and other items of a personal nature;
  - (4) Sending large attachments unless required for official business. Video, sound, or other large file attachments consume large amounts of network capacity. E-mail attachments, large files, and executable programs present two problems. First, large attachments consume network capacity and storage space on both national and local e-mail servers and desktops, slowing the network down for everyone. Second, executable programs present a risk for infection by computer viruses;
  - (5) Participating in chat rooms or using "instant messaging" software;
  - (6) Checking personal e-mail accounts over the judiciary's network;
  - (7) Using the network connection for personal commercial purposes, private gain, or illegal activities. Unless use is required for official judiciary and contract-related business, all entities shall refrain from using the network connection for commercial purposes (including shopping). It is also inappropriate to use the network connection in support of outside employment activities (including consulting for pay, sales or administration of business transactions, and sales of products or services) or for illegal activities (such as gambling or hacking);

- (8) Using the e-mail or the network connection for offensive activities. It is inappropriate to use e-mail or the internet to access, send, or receive information on, or in support of, activities that are illegal or offensive. Such activities include, but are not limited to, hate speech or material that ridicules or degrades others on the basis of race, creed, religion, color, sex, disability, national origin, or sexual orientation.

**JP3 Clause 7-95, Contractor Inspection Requirements (JAN 2003)**

The contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the products or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any judiciary inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the judiciary.